

INVITATION TO BID NUMBER 0072006

RETURN THIS BID TO:

**Attention ITB #0072006/HVAC SERVICES
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/15/06

ITB TITLE: HVAC SERVICES

A PRE-BID MEETING/SITE INSPECTION IS SCHEDULED FOR MAY 31ST AT 11:00AM, SEE PAGE SEVEN (7) FOR INSTRUCTIONS.

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON JUNE 12th, 2006 BY 11:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04070-0360 in the Town Manager’s Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the Town’s web site, you must register with the Purchasing Agent to receive subsequent amendments.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Maine business license and has submitted one of the following forms of evidence of a Maine business license with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State’s business license office for the license fee;
 - a copy of the bidder’s valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
 - ***Please contact the purchasing agent if alternate documents are available.***
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Maine;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
 - All terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the Town will reject the bid. If a bidder fails to comply with (2) of this paragraph, the Town may reject the bid, terminate the contract, or consider the contractor in default.

BIDDERS WITH DISABILITIES: The Town of Scarborough complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Purchasing Department at the following numbers no later than June 10th to make any necessary arrangements.

Telephone: (207)730-4089
Fax: (207)730-4088

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the Town to reject the bid or proposal as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that:

- 1) the bidder is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 2) if the bidder is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the bidder's policy against human trafficking must be submitted to the Town of Scarborough prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

Failure to comply with this requirement will cause the Town to reject the bid or proposal as non-responsive, or cancel the contract

CONTRACT INTENT: It is the intent of this bid to award a firm fixed price Annual Services Contract.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town of Scarborough is exempt from all Federal Excise Tax.

CONTRACT ADMINISTRATION: The administration of this contract for compliance with the interpretation of specifications, schedule, budget, and quality of services shall be the responsibility of the Purchasing Agent or of the respective Department Administrator where the specific equipment resides or service is performed.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Town will provide the contractor with written notice when damaged goods are received. The Town will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engages in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the e, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$1,000,000 on account of one occurrence and \$1,000,000 aggregate limit.
2. For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
3. An umbrella policy in the amount of \$1,000,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the operation of the contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsible and to reject the bid.

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Town to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: From July 1st, 2006 through June 30th, 2007, with the option to renew for one additional year. Renewals to be exercised solely by the Town and will be subject to the following Price Adjustment:

PRICE ADJUSTMENTS:

Consumer Price Index (CPI): *Contract prices for equipment and/or service will remain firm through June 30th, 2007.*

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the

adjustment date, the adjustment will be effective 30 days after the Town receives their written request.

If the Town elects to extend the Contract at the end of the contract period, the Town shall notify the Contractor thirty (30) days prior to the anniversary date. The Contractor will be allowed to adjust the rates of service, for the additional year(s) of extension to reflect the percentage increase in the U.S. Town Average Consumer Price Index for all Urban Consumers (CPI-U) for the Town average for all items 1982-84=100, Published in the U.S. Department of Labor, Bureau of Labor Statistics as listed in the U.S. Department of Commerce's Publication, "Survey of Current Business." The rate increase for the subsequent year(s) shall be based upon the percentage increase in the CPI-U from April through March of the previous year.

No retroactive contract price adjustments will be allowed.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the Town. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

ALTERATIONS: The contractor must obtain the written approval from the Purchasing agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance and in writing by the Purchasing Agent.

ITEM UPGRADES: The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the Town to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly

perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond shall be for the total amount of the contract.

SITE INSPECTION: Bidders are encouraged to attend the Pre-Bid Meeting/Site Inspection on May 31st, 2006. It will be held at 259 US Route One on the Main Level of Town Hall in the Town Manager's Conference Room. Each work site will be visited so that each prospective bidder can see the conditions under which the work described in this ITB will be performed. The bidder's failure to attend will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

INVOICES: The contractor(s) must submit monthly itemized invoices directly to each Town agency that uses the contract(s). Payment will only be made by the Town directly to the contractors.

WARRANTY: The contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. The contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. The contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If the contractor knows or has reason to know the particular purpose for which the Town intends to use the goods or services, the contractor warrants that such goods or services will be fit for such particular purpose. The contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the contractor's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. The contractor's warranty shall run to the Town, its successors, assigns and customers, and users of products sold by the Town. The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly without expense to the Town, when notified of such nonconformity by the Town, provided the Town elects to provide the contractor with the opportunity to do so. In the event of failure of the contractor to correct defects in or replace non-conforming goods or services promptly, the Town, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge the contractor for the cost incurred by the Town in doing so.

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the Town's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SERVICE RESPONSE TIME: This contract requires that a service technician be available, on call, 24 hours per day, 7 days per week. The contractor must make arrangements that permit the Town to contact a service technician.

PARTS: Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of Town equipment.

COMPLETION OF SERVICE: The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

SERVICE TECHNICIAN QUALIFICATIONS: Bidders must provide evidence that the person(s) performing the service work is competent and has sufficient training or experience to effectively service the equipment identified in this ITB.

Acceptable evidence of the service technician's competence may take any of several forms but, whatever the form, it must directly relate to the type of equipment identified in this ITB. Some examples are set out below.

- Certification from a manufacturer that the service technician can provide manufacturer's authorized warranty service. At least three years of satisfactory service and repair experience. If this form is used, the bidder must provide a list of at least five service and repair customers who will substantiate the claim. The list must identify the customer's name, address, telephone number, the month and year of the work, and the brand name and model of the equipment.

Further, the bidder must agree that the Purchasing Agent is free to contact the customers named on the list to obtain repair and service performance information from them. The Purchasing Agent will determine, from the evidence furnished by the bidder and information obtained from the customer, if the service technician possesses sufficient satisfactory experience to service and repair the equipment identified in the ITB.

- A diploma from a trade or technical school which indicates that the service technician has successfully completed appropriate training.
- The bidder may contract with a service technician who is certified by the manufacturer to provide manufacturer's authorized warranty service.
- Other similar evidence that proves the service technician's competency may be considered.

The Town reserves the right to make the final determination as to the acceptability of the evidence.

The bidder's failure to provide the evidence mentioned above, within the time required by the Town, may cause the Town to consider the bid non-responsive and reject the bid.

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the Town to issue a Service Deficiency Claim to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the Town, in writing, of the corrective action being taken.

If a deficiency is not corrected within a reasonable amount of time from the time it is issued, the Town may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the Town for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period, it will be grounds for the Town to declare the contractor in default.

INSPECTION OF SERVICES: The Contractor shall provide and maintain an inspection system acceptable to the Town covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Town during the contract period and for as long afterwards as the Town deems necessary. The Town reserves the right to inspect and test all services during the contract period. If any of the services do not conform to contract requirements, the Town may require the Contractor to perform the services again at no additional cost. When the defects in services cannot be corrected by re-performance, the Town may 1) require the Contractor to take necessary action to ensure that performance conforms to contract requirements and 2) reduce the contract price to reflect the reduced value of the services performed. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance conforms to contract requirements, the Town reserves the right to contract or otherwise perform services and charge to the Contractor any cost incurred by the Town that is directly related to the performance, or terminate the contract for default.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

CONTRACTOR EVALUATION FACTORS: This is a competitive procurement for the acquisition of a HVAC maintenance services. The financial proposal is an important factor, but the successful bid will be the one that offers the Town the best combination of financial proposal, quality of product and service, and effectiveness at addressing the scope of work. The Selection Committee will judge the merits of the bids received and may or may not conduct interviews/demos for final selection. Bids will be evaluated on the following criteria:

A. FINANCIAL PROPOSAL

- B. PROPOSED MAINTENANCE PROGRAM, COVERAGES & SCHEDULE
- C. FIRM QUALIFICATIONS
- D. PARTS AVAILABILITY & SERVICE HOURS
- E. ADDITIONAL CONSIDERATIONS & OVERALL QUALITY OF PROPOSAL
(completeness, etc)

The Town reserves the right to reject any and all bids and to waive any formality in bids received, to accept or reject any or all of the items in the bid, and award the job in whole or in part, if it is in the best interest of the Town of Scarborough.

SELECTION-COMMITTEE: A Selection Committee will screen all submissions. Bids will be ranked according to evaluation criteria, as outlined in the ITB. Through this process, the Town will determine which bids are acceptable or unacceptable. Those firms offering bids deemed to be acceptable by the Town would be evaluated by the Selection Committee. The Selection Committee may determine it necessary to require “oral presentations/interviews” and/or demonstrations with the “short listed” firms considered to be in the competitive range. If oral presentations/interviews and/or demonstrations are conducted they will also be evaluated as part of the selection process. The committee may request revisions to the bid from each of the bidders at the conclusion of the interviews. However, if it is determined necessary to seek revisions to the bids at the conclusion of interviews, then all bidders interviewed will be requested to submit revisions, and the revisions will be evaluated accordingly.

AWARD OF CONTRACT: The Town reserves the right to award this Contract not necessarily to the firm with the most advantageous financial proposal, but to the firm that demonstrates the best ability to fulfill all of the requirements of this ITB that are determined to be the most advantageous to the Town of Scarborough. The Town will select the most qualified firm, and a contract prepared by the Town will be negotiated with the top ranked firm as selected by the committee. In the event a contract cannot be negotiated with the top ranked firm, the Town may enter into negotiations with the second highest ranked firm or the Town may decide to call for new bids. Immediately after the notice of Award, the Contractor will begin planning in conjunction with the Purchasing Agent to insure fulfillment of all its obligations.

BID REQUIREMENTS

1. DETAILED COMPANY BACKGROUND: The contractor shall provide a brief narrative description of their business. This narrative shall include, but not be limited to:

A. Name, address, e-mail address, phone and fax numbers.

B. Length of time in business.

2. QUALIFICATIONS AND PAST PERFORMANCE:

A. Provide information documenting firm's qualifications for this type of work. Indicate ability to service equipment listed in Appendix A, and experience in water treatment for boilers.

B. Provide a list of past and present clients for contracts of similar size and scope. Include the contact name and phone number.

3. PROPOSED MAINTENANCE PROGRAM, COVERAGES, & SCHEDULES:

A. Provide details of the service and support that will be extended to the Town. *The contractor should have a proven predictive maintenance program in place.* If applicable, indicate any potential areas for increased efficiency in lieu of the services and schedule proposed.

B. Clearly define what is and is not included in the proposed program by way of parts and components.

4. FINANCIAL PROPOSAL:

A. Provide a complete financial proposal which considers the following elements: yearly cost of maintenance programs at each location and any additional contributing factors.

B. Hourly rate for repairs that may be needed outside of preventative maintenance program. Indicate proposed pricing for replacement parts not covered by proposed system coverage. Cost for parts should be specified as "cost plus the specified percent." Example: All parts will be sold to the Town of Scarborough at "Cost plus X%." If proposing a method other than Cost +, please provide a detailed description.

5. PARTS AVAILABILITY & SERVICE HOURS/REQUIREMENTS:

A. Describe typical area inventory; parts acquisition; hours of operation; emergency or after-hours parts availability or any special programs that you have or could develop to further enhance the parts acquisition aspect of the contract.

B. 24 hour service availability required. The Town may require for its larger facilities that a dedicated Service Technician be assigned to those particular locations.

6. ADDITIONAL SERVICES/CONSIDERATIONS:

The Town will consider additional ideas and/or concessions offered by the respondent.

SPECIFICATIONS

Contractor shall provide a total coverage maintenance program to include all labor & materials, and shall visit sites a minimum of 4 times per year.

1. PREVENTATIVE MAINTENANCE: This includes periodic test, inspection, and analysis of all equipment; cleaning; adjustment; lubrication, and calibration; temperature control service; and amp electric motors, change compressor oil, and service as per manufacturer specification. Provide material required in the performance of testing, inspecting and maintenance of systems including oil, cleaning materials, lubricants and belts, etc. Perform preventative maintenance tasks to assure proper operation and promote optimum energy efficiency.

2. REPAIR AND REPLACEMENT PARTS AND LABOR/EMERGENCY SERVICE: Will be done on an as needed basis for worn and failed equipment components. Parts must be of equipment manufacture quality or better. Installation must be completed by professionally trained technicians who are available 24 hours per day, seven days per week. All work must be authorized in writing by a designated Town representative and a written quote will be required for these repairs.

3. MAINTENANCE SUPPLIES: The program must include all required preventative maintenance supplies such as oils and lubricants, chemicals, refrigerants, belts, cleaning supplies and paint.

4. AIR FILTER SERVICE: Furnish Hepa filters & change them 4 times per year.

5. MAINTENANCE SCHEDULING: Periodic maintenance should be scheduled as appropriate for the type of equipment, operating environment, and maintenance experience.

6. REPORTS: A detailed maintenance report must be provided following each visit by a technician. A copy of the over-all preventative maintenance plan for the year must be submitted with proposal.

7. PREDICTIVE MAINTENANCE: Outline a comprehensive plan for predictive maintenance for the locations identified

BID SCHEDULE

<u>LOCATION</u>	<u>PRICE</u>
259 US Route One (TOWN HALL)	\$ _____
20 Washington Avenue (Public Works)	\$ _____
246 US Route One (Public Safety – Police)	\$ _____
246 US Route One (Public Safety – Fire)	\$ _____
29 Black Point Road (SEDCO)	\$ _____
Bessworth School	\$ _____
Wiley Park	\$ _____
Springbrook	\$ _____
High School Field House	\$ _____
40 Gorham Road (Maintenance Shop)	\$ _____
1 Sawyer Road (Memorial Park Field House)	\$ _____
23 Washington Avenue (Storage Building)	\$ _____
TOTAL	\$ _____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing

Address: _____

Zip Code _____ Date _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

Appendix A

Equipment List and Locations

Component	Qty	Manufacturer	Location
Air Cooled Condensor System	1	Trane	259 US Route One
Associated Component Parts	all		259 US Route One
Air Handling Systems	15	Trane	259 US Route One
Cabinet Unit Heaters	9	Trane	259 US Route One
Ceiling Unit Heaters	3	Trane	259 US Route One
Gas Fired Boiler Systems	6	Multipulse Hydro Therm	259 US Route One
Associated Component Parts	all		259 US Route One
Domestic Gas Hot Water Heater	1	Lochinvar	259 US Route One
Associated Component Parts	all		259 US Route One
Exhaust Fan Systems	22		259 US Route One
A/C Unit	1	Liebert Split System	259 US Route One
Steam Boiler	1	HB Smith	29 Black Point Rd
Burner	1	Carlin	29 Black Point Rd
Domestic Hot Water Heater	1	AO Smith	29 Black Point Rd
Condensate Return Pump	1		29 Black Point Rd
Split Air Conditioning Systems	2	York	29 Black Point Rd
Exhaust Fans	2		29 Black Point Rd
Air Handling Unit	1		29 Black Point Rd
Air Handling Unit	1		Bessworth
Univents	9	Trane	Bessworth
Hanging Unit Heaters	2		Bessworth
Exhaust Fans	7		Bessworth
Hot Water Boiler	1	Burham	Wiley Rec Center
Burner	1		Wiley Rec Center
Hot Water Boiler	1	Burham	Springbrook
Burner	1		Springbrook
Hot Water Boiler	1	Burham	Scarborough HS Field House
Burner	1		Scarborough HS Field House
Package Rooftop	1	Trane	246 US Route One
Package Rooftop	1	Trane	246 US Route One
Package Rooftop	2	Trane	246 US Route One
Package Rooftop	1	Trane	246 US Route One
Ductless Split	1	Mitsubishi	246 US Route One
Hot Water Boiler	1	HB Smith	246 US Route One
Circ. Pumps	6	Taco	246 US Route One
Domestic Hot Water Heater	1	Raypak	246 US Route One
Package Rooftop	1	Trane	246 US Route One
Package Rooftop	1	Trane	246 US Route One
Hot Water Fan Coil Units	5	Trane	246 US Route One
Ventilator Fans	4	Trane	246 US Route One
Ductless Split	2	Sanyo	246 US Route One
Exhaust Fans	4	Acme, McQuay	246 US Route One
Hot Water Boiler	1	Burham	Maintenance Shop

Domestic Hot Water Heater	2	AO Smith	Maintenance Shop
Hot Water Boiler	1	Weil-McLain	Memorial Park Field House
Gas Burner	1	HB Smith	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Expansion Tank	1	Taco	20 Washington Ave
Boiler	1	Lochinvar	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Air Handlers-A/C	2	York/Trane	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Gas Burner	1	Jackson/Church	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Gas Burner	1	Weatherite Paint Booth	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Air Dampers	3	Honeywell	20 Washington Ave
Exhaust Fan Systems	4		20 Washington Ave
Ceiling Unit Heaters	19	Trane	20 Washington Ave
Air Quality Handling Sys.	5	Acme Elephant Trunk	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Cyclones	3	Torit	20 Washington Ave
Air Compressor	1	Champion	20 Washington Ave
Associated Component Parts	all		20 Washington Ave
Refrigerated Dryer	1	Kaeser TB26	20 Washington Ave
Thermostats/Actuators/ Modulators/Valves/Controls	120	Honeywell	20 Washington Ave
Floor Unit Heater	1		20 Washington Ave
Salt Building Exhaust Fan	1		20 Washington Ave
Sand & Salt Building			20 Washington Ave
Exhaust Fan	1		20 Washington Ave
Circulator Pumps	2	Taco	20 Washington Ave
Propane Heater	1	Rinnai	23 Washington Ave

To: **ALL POTENTIAL HVAC SERVICE BIDDERS**

From: Keith L. Matherne, Purchasing Agent

CC: Ken Kennedy, Members of ESTF

Subject: ITB#0072006/HVAC Services Bid Amendment(s)

Date: 6/7/06

Dear potential bidder,

As a result of the pre-bid meeting/site visit on May 31st, the following amendment(s) has been issued;

The bid opening will be moved from Monday June 12th, 2006 at 11:00am, to Monday June 19th, 2006 at 11:00am. The location of the opening will remain the same.

The following equipment has been added/subtracted to/from the bid specification:

259 US Route One:

- 2 - Chilled water base-mount pump assembly,
- 2 - hot water base-mount pump assembly,
- 1 - boiler make up air system.

246 US Route One (Fire/Police):

8 total roof top units as follows:

- 1. 3 - 5 ton Trane Units
- 2. 1 - 8.5 ton Carrier Unit
- 3. 1 - 2 ton Trane Unit
- 4. 1 - 6 ton Bryant Unit
- 5. 1 - 3 ton Trane Unit
- 6. 1 - 4 ton Trane Unit

Additionally;

- 1. 1 - unit heater in the Sally Port.
- 2. down-blast unit heaters in the apparatus bay.

The following units will not be added to the equipment list due to a service contract with the installer:

- 1. 1 - exhaust system for the apparatus.

The following information is relevant to the equipment list:

- The Smith boiler has a Poweflame burner.
- Temp controls are JCI - Metasys, and are not proprietary. These should be included in the proposal.

As discussed at the site visits, on the bid sheet where it lists Police and Fire separately for budgetary purposes despite sharing the facility, please use a 50/50 split.

20 Washington Ave:

Currently listed as, "Air Quality Handling Systems, 5, Acme Elephant Trunk, and all associated component parts." The actual "trunk" part of the air system will not be covered because it is not mechanical in nature, but the blowers, belts and associated mechanical hardware will be. We would, and will, continue to maintain the "Elephant Trunks" as stated during the walk through.

The following were questioned, but are indeed on the original list. Please review as follows:

1. Explosion-proof heater in the flammable liquid storage room; the explosion proof heater is listed as one of the 19 ceiling mounted heating units.
2. Welding hood exhaust fan; the 3 Torit exhaust fans are on the list for which one is located in the fabrication room.

The proposal should include the following facilities as all inclusive/comprehensive:

- 259 US Route One
- 246 US Route One
- 20 Washington Ave
- 29 Black Point Road

The remaining, smaller facilities shall be on a time and materials basis.

All controls which are proprietary (259 US Route One) are not to be included. Controls for the remaining facilities should be included in your bid.

Plans for the first three facilities listed above will be sent out to those who attended the pre-bid/site visit meeting on May 31st. If you did not attend, and wish to receive these plans, please call Keith Matherne at (207)730-4089 as soon as possible.

Included with this amendment (Appendix A) is the filter listing for five facilities as could be compiled.

Please note that you are required to list any deviations from the bid specification separately so they can be evaluated as such.

If I can be of further assistance, please do not hesitate to contact me.

Best Regards,

Keith

Appendix A

Scarborough Public Works 20 Washington Ave			
Brand	Model	Equip Type	Filter
YORK	P2UDD20N09501C	FRN / AHU	1 - 14X24X1
YORK	P2UDD20N09501C	FRN / AHU	1 - 14X24X1
WEATHERITE	TOT218VT	FURNACE, GAS	2 - B68
		FAN, EXHAUST	2 - B67
Scarborough Public Safety Building 246 US Route One			
CARRIER	50TM-009-M-501HQ	RTU	4 - 16X20X2
CARRIER	50TM-006-M-501HQ	RTU	2 - 16X25X2
MITSUBISHI	PU24EKI	SPLIT	1 - 24X24X1
CARRIER	50TM-006-M-501HQ	RTU	2 - 16X25X2
CARRIER	50TM-006-M-501HQ	RTU	2 - 16X25X2
TRANE	TCC024F100	RTU	1 - 20X20X1
TRANE	L034AD04	HV	1 - 8X32X1
TRANE	TCD048C300BC	RTU	2 - 20X25X1
TRANE	TCD036C300BC	RTU	2 - 20X25X1
TRANE	L034AD04	HV	1 - 8X32X1
TRANE		HV	1 - 10 1/2X45
TRANE	L034AD04	HV	1 - 8X32X1
BRYANT	558FPX07300AA	RTU	2 - 16X25X2
Scarborough Town Hall 259 US Route One			
TRANE	BCHA 36	AHU	4 - 8X16X2
TRANE	BCHA 90	AHU	2 - 20X25X2
TRANE	BCHA 24	AHU	2 - 8X20X2
TRANE	BCHA 36	AHU	4 - 8X16X2
TRANE	BCHA 36	AHU	2 - 16X16X2
TRANE	BCHA 72	AHU	4 - 10X20X2
TRANE	BCHA 54	AHU	4 - 10X20X2
TRANE	BCHA 54	AHU	2 - 16X20X2
TRANE	BCHA 24	AHU	1 - 16X20X2
TRANE	BCHA 24	AHU	2 - 10X16X2
TRANE	BCHA 24	AHU	1 - 16X20X2
LIEBERT	BU067A-CAEI	SPLIT A/C	1 - 28.5X29.5X2

TRANE	BCHA 90	AHU	2 - 20X25X2
TRANE	BCHA 90	AHU	2 - 20X25X2
TRANE	BCHA 36	AHU	2 - 16X16X2
TRANE	BCHO 54	AHU	2 - 20X20X2
TRANE (9 units total)	UNKNOWN	UNIT HEATER	1 - 8X20X1
Old Oak Hill School Office Building 29 Black Point Road			
YORK		SPLIT A/C	1 - 16X25X2
Bessworth Day Care 40 Gorham Road			
TRANE		UNIT VENT	1 - 13.5X42X1
ACME	UNKNOWN	AHU	ROLLED MEDIA
		9-UNIT VENT	1 - 8 1/2X42X2

To: **ALL POTENTIAL HVAC SERVICE BIDDERS**

From: Keith L. Matherne, Purchasing Agent

CC: Ken Kennedy, Members of ESTF

Subject: ITB#0072006/HVAC Services Bid Amendment(s) # 2

Date: 6/13/06

Dear potential bidder,

As a result of further review of the specification, the following amendment(s) has been issued;

The following equipment has been added to the bid specification:

29 Black Point Road:

+/- 25 Steam Traps

- This facility may require HEPA filters at a later date. Due to some air quality issues, we have used them in the past. Since we have corrected the issue, and periodic testing continues to show no return of the problem, pleated filters will suffice for this facility.

A note regarding 246 US Route One (Fire/Police):

- There are control prints available for this facility upon request.

For the non all inclusive facilities, there shall be a single seasonal (fall) maintenance visit.

Pleated filters should be quoted for all facilities.

Please note that you are required to list any deviations from the bid specification separately so they can be evaluated as such.

If I can be of further assistance, please do not hesitate to contact me.

Best Regards,

Keith

To: **ALL POTENTIAL HVAC SERVICE BIDDERS**

From: Keith L. Matherne, Purchasing Agent

CC: Ken Kennedy, Members of ESTF

Subject: ITB#0072006/HVAC Services Bid Amendment(s) # 3

Date: 6/14/06

Dear potential bidder,

As a result of further review of the specification, the following amendment(s) has been issued;

Please note the following clarification to the bid specification:

In regards to the requirement on the cover page for proof a “Maine Business License.”

- A **valid Maine Tax Identification Number** will suffice since “licensing” requirements vary by municipality. The information can be provided on the signature page, or a copy of your certificate of incorporation (if applicable) can be provided as evidence.

246 US Route One (Fire/Police):

There are a total of **4** Down Blast Heaters in the apparatus bay of the Public Safety building. As stated in amendment #1, these should be included in the bid for that facility.

Please note that you are required to list any deviations from the bid specification separately so they can be evaluated as such.

If I can be of further assistance, please do not hesitate to contact me.

Best Regards,

Keith

May 15th, 2006

ITB #0072006

To: **ALL POTENTIAL HVAC SERVICE BIDDERS**

From: Keith L. Matherne, Purchasing Agent

CC: Ken Kennedy, Members of ESTF

Subject: ITB#0072006/HVAC Services Bid Amendment(s) # 4

Date: 6/15/06

Dear potential bidder,

As a result of a bidder question on amendment #1, the following amendment(s) has been issued;

Please note the following clarification to the bid specification:

The proposal should include the following facilities as **all inclusive/comprehensive**:

- 259 US Route One
- 246 US Route One
- 20 Washington Ave
- 29 Black Point Road

The remaining, smaller facilities shall be on a time and materials basis.

The above statement shall be interpreted as follows:

- The smaller facilities should include preventative maintenance, with any repairs, emergencies, etc. being on a time and materials basis.

Please note that you are required to list any deviations from the bid specification separately so they can be evaluated as such.

If I can be of further assistance, please do not hesitate to contact me.

Best Regards,

Keith

May 15th, 2006

ITB #0072006

To: **ALL POTENTIAL HVAC SERVICE BIDDERS**

From: Keith L. Matherne, Purchasing Agent

CC: Ken Kennedy, Members of ESTF

Subject: ITB#0072006/HVAC Services Bid Amendment(s) # 5

Date: 6/16/06

Dear potential bidder,

As a result of a bidder question, the following amendment(s) has been issued;

Please note the following clarification to the bid specification:

Bessworth Location:

- **Bessworth will require quarterly maintenance of the filters, belts etc.**

Originally this facility may have been lumped in with our smaller facilities; however it should include quarterly maintenance.

Please note that you are required to list any deviations from the bid specification separately so they can be evaluated as such.

If I can be of further assistance, please do not hesitate to contact me.

Best Regards,

Keith